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OFFICE OF
JUDGE TENA CAMPBELL

Daniel W. Anderson, A0080
 Bradley L. Tilt, A7649
 FABIAN & CLENDENIN,
 a Professional Corporation
 215 South State Street, Twelfth Floor
 P.O. Box 510210
 Salt Lake City, Utah 84151-0210
 Telephone: (801) 531-8900

DISTRICT OF UTAH
 BY: _____ U.S. DISTRICT COURT
 DEPUTY CLERK DISTRICT OF UTAH

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT,
 DISTRICT OF UTAH, CENTRAL DIVISION

COUNTRYWIDE HOME LOANS, INC., a
 New York corporation; and MICHAEL
 JERRY ZUNIGA,

Plaintiffs,

vs.

ARBITRATION ALLIANCE
 INTERNATIONAL, LLC, a Utah limited
 liability company; WINSTON SHROUT;
 NICKOLAS Wm. BIRD; REBECCA
 NELSON; FREDERICK D. JONES;
 RICHARD F. ZUMPARO; JOHN DOES 1
 through 10; and JANE DOES 1 through 10,

Defendants.

JUDGMENT BY DEFAULT

and

PERMANENT INJUNCTION

Civil No. 2:04CV00390 TC

Judge: Tena Campbell

The above-captioned action came before the Court, the Honorable Judge Tena Campbell presiding, on Plaintiffs' "Motion For Entry of Judgment By Default and Permanent Injunction" ("**Plaintiffs' Motion**"). The Court, having reviewed Plaintiffs' Motion, the

supporting memorandum and affidavit, and all other pleadings and papers on file herein, and otherwise being fully informed, and for good cause shown,

NOW THEREFORE IT IS ORDERED as follows:

1. Plaintiffs' Motion is granted.
2. This Court having previously ruled and declared in this case that the certain purported arbitration case purportedly filed with Arbitration Alliance International, LLC, identified and known as Richard F. Zumpano v. Michael Zunign and Countywide Home Loans, AAI File No. AAI030022111-47106, Claimant Reference No. RFZ-10272003-CHL-AFV (the "**Purported Arbitration Case**"), and the purported "Award" that was issued in the Purported Arbitration Case (the "**Purported Arbitration Award**"), a copy is attached hereto as Exhibit "A," are a nullity and completely void, invalid, vacated, and set aside; now therefore, each and all of the following are hereby permanently restrained, enjoined, and precluded:

- a. Any and all actions to, in any manner, directly or indirectly, initiate or in any way proceed with or continue any action or attempt to collect upon or enforce in any way the Purported Arbitration Award;

- b. Any and all actions to, in any manner, directly or indirectly, initiate or in any way proceed with or continue any action or attempt to have the Purported Arbitration Award confirmed or otherwise enforced as an order or judgment of any court or administrative body;

- c. Any and all actions to, in any manner, directly or indirectly, initiate or in any way proceed with or continue any action or attempt to report the Purported Arbitration Award to any credit reporting agency; and

d. Any and all actions to, in any manner, directly or indirectly, initiate or in any way proceed with or continue any action or attempt to sell, assign, or otherwise transfer, lien, or encumber the Purported Arbitration Award, or any purported rights or interests in, to, or under it, to any other person or entity.

3. Without limitation of any kind upon the foregoing, Defendant Richard F. Zumpano's "Unsecured Promissory Note" (which is referred to in the pleadings on file herein as the "**Deficiency Note**") is still valid, enforceable, and in full force and effect, notwithstanding anything in or that occurred in or relating to the Purported Arbitration Case and the Purported Arbitration Award.

4. Judgment is hereby entered against Defendants Arbitration Alliance International, LLC, Winston Shrout, Nickolas Wm. Bird, Rebecca Nelson, Frederick D. Jones, Richard F. Zumpano, and each of them, jointly and severally, and in favor of Plaintiffs in the principal sum of \$27,449.58, being the amount of Plaintiffs' costs and attorneys fees herein, which shall bear interest from and after the date of entry of this judgment in the Court's file for this case at the rate permitted under 28 USCA § 1961.

5. The Court reserves for future determination the amount of punitive damages to be awarded herein, ^{if any, &c} together with any other damages.

DATED this 10 day of ^{May} ~~April~~, 2005.

BY THE COURT

Tena Campbell
Tena Campbell
District Court Judge



ARBITRATION ALLIANCE INTERNATIONAL
31 North 700 East Suite 254
St. George Utah 84770
Phone: 435-652-8546

9 February 2004

RICHARD F ZUMPANO
166 LAKESIDE DR #1621
ST CHARLES IL 60174
Claimant

MICHAEL ZUNIGN
COUNTRYWIDE HOME LOANS
450 AMERICAN ST
SIMI VALLEY CA 93065
Respondent

RE: RICHARD F ZUMPANO, vs MICHAEL ZUNIGN
AAI File Number: AAI03002211-47106
Claimant Reference Number: RFZ-10272003-CHL-AFV

AWARD



The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before On or about 12 November 2003 the Parties entered into an agreement providing that this matter shall be resolved in accordance with the AAI Code of Procedure.
3. That the Claimant has filed a claim with AAI and served it on the Respondent.
4. That the matter has proceeded in accord with the applicable AAI Code of Procedure.
5. The Parties have had the opportunity to present all evidence and information to the Arbitrator.
6. That the Arbitrator has reviewed all evidence and information submitted in this case.
7. That the information and evidence submitted supports the issuance of an Award as stated.

Therefore, the Arbitrator ISSUES:

An Award in favor of the Claimant, for a total amount of \$40,900.00. I hereby Order this case be dismissed with Prejudice.

Entered in the State of Utah

Winston ShROUT

Winston ShROUT Arbitrator
Date: 9 February 2004

ACKNOWLEDGEMENT
This Award duly recorded and
Delivered to the parties

Nicholas W. Bied

Director of Arbitration
Date: 9 February 2004

